

Working Draft

Interlocal Service Boundary and Joint Planning Agreement

City of Bushnell and Sumter County

**September 28, 2010
Edits from September 24, 2010 Meeting
with City of Bushnell**

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Table of Contents

	<u>Page</u>
Master Interlocal Service Boundary and Joint Planning Agreement Between the City of Bushnell and Sumter County	2
Planning Sub-Agreement	9
Water and Sewer Sub-Agreement.....	17
Roads Sub-Agreement	20
Building Permitting and Inspection Sub-Agreement.....	25
Parks and Recreation Sub-Agreement	27
Fire Service Sub-Agreement.....	30
Library Services Sub-Agreement.....	32
Workforce Housing Sub-Agreement	34
Solid Waste Sub-Agreement.....	36
Stormwater Sub-Agreement.....	38
Geographic Information Systems Sub-Agreement	40
Law Enforcement Sub-Agreement	42
Mosquito Control Sub-Agreement.....	44
Animal Control Sub-Agreement.....	45
Transit Sub-Agreement.....	46
Economic Development Sub-Agreement.....	48

WORKING DRAFT – SEPTEMBER 28, 2010**MASTER INTERLOCAL SERVICE BOUNDARY
AND JOINT PLANNING AGREEMENT
BETWEEN THE CITY OF BUSHNELL AND SUMTER COUNTY**

This Master Interlocal Service Boundary and Joint Planning Agreement (the “Agreement”) is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell (“City”), and Sumter County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and

1 WHEREAS, the extension of the City and County facilities and services are most
2 efficiently provided if the process and timing of long range planning, annexation, and
3 development review processes for the City and County are clearly identified and part of a
4 coordinated countywide planning in advance of the City and County capital planning,
5 commitment, and expenditure; and
6

7 WHEREAS, the agreement of the County to waive its rights to contest future annexations
8 within a defined geographic area, pursuant to the conditions provided herein, and refrain from
9 proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida
10 Statutes, that negates the terms and conditions of this Agreement are a material inducement to
11 the City to enter into this Agreement; and
12

13 WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,
14 and coordination of public services and infrastructure in a manner that is part of a countywide
15 planning effort are a material inducement to the County to enter into this Agreement; and
16

17 WHEREAS, the City Commission and County Commission, after due consideration and
18 deliberation, has determined that the lands included in the Municipal Service Area (MSA)
19 described herein may be necessary to reasonably accommodate urban growth projected in the
20 City, and the City is able to provide the appropriate supporting urban infrastructure during the
21 term of this Agreement; and
22

23 WHEREAS, the City and the County find that the benefits of intergovernmental
24 communications and coordination will accrue to both Parties; and
25

26 WHEREAS, the elected officials of the City and the County have met and negotiated in
27 good faith to resolve issues relating to annexation and joint planning and coordinated provision
28 of public services and infrastructure and wish to memorialize their understanding in this
29 Agreement; and
30

31 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of
32 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).
33

34 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
35 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
36 County agree as follows:
37

- 38 1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into
39 this Agreement as if fully set forth herein.
40
- 41 2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are
42 fully incorporated as if fully set forth herein and address the issues within the City's
43 initiating resolution and the County's responding resolution:
44
 - 45 a. Planning Services
 - 46 b. Water and Sewer Services
 - 47 c. Roads
 - 48 d. Building Services

- e. Parks and Recreation Services
- f. Fire Services
- g. Library Services
- h. Workforce Housing Services
- i. Solid Waste Services
- j. Stormwater Services
- k. Geographic Information Systems
- l. Law Enforcement
- m. Mosquito Control
- n. Animal Control
- o. Transit
- p. Economic Development

3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.

4. Term of Agreement. This Agreement and all attached sub-agreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement shall be three (3) years from the effective date of the Agreement. At the end of the third year, the County and City shall review the effectiveness and performance of this Agreement and Sub-Agreements. Based upon the review, this Agreement and Sub-Agreements may:

- a. Extend for an additional term not to exceed 20 years from the effective date of this Agreement; or
- b. Amend the Agreement and/or Sub-Agreements and extend for an additional term not to exceed 20 years from the effective date of this Agreement; or
- c. Terminate the Agreement and/or Sub-Agreements. If the Agreement or a Sub-Agreement is terminated, the City and County shall agree to a reasonable time period, not less than 90 days or more than 180 days, to facilitate the termination. If terminated within the initial three (3) year period, then any infrastructure, facilities, consolidated or coordinated service shall revert to its status that existed prior to adoption of the Agreement unless otherwise provided in a separate agreement.

5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, if the Agreement is extended beyond the initial three (3) year period for any length of time up

1 to 20 years from the effective date of this Agreement, then the City and County shall
2 initiate negotiations for the renewal and extension of this Agreement beyond the 20 year
3 term no later than 18 months prior to the termination of the 20 year term.

4 6. Termination of Agreement. The County or City may terminate this Agreement at
5 anytime upon delivery of a notice of termination to the other Party at least 180 days prior
6 to the proposed date of termination. A Party delivering such a notice of termination as
7 aforesaid may, in such Party's sole discretion, revoke such notice of termination at any
8 time prior to the termination date.

9 7. Dispute Resolution. The County and City agree to resolve any dispute related to the
10 interpretation or performance of this Agreement in the manner described in this section.
11 Either Party may initiate the dispute resolution process by providing written notice to the
12 other Party. Initiation of the dispute resolution process shall operate as a stay of the
13 action which is the subject of the dispute.
14

15 a. Notwithstanding the foregoing, in the event that either Party determines in its
16 sole discretion and good faith that it is necessary to file a lawsuit or other
17 formal challenge in order to meet a jurisdictional time deadline, to obtain a
18 temporary injunction, or otherwise to preserve a legal or equitable right
19 related to this Agreement, such lawsuit or challenge may be filed, but upon
20 the filing and any other act necessary to preserve the legal or equitable right or
21 to obtain the temporary injunction, the Parties shall thereafter promptly file a
22 joint motion with the reviewing court or administrative law judge requesting
23 that the case be abated in order to afford the Parties an opportunity to pursue
24 the dispute resolution procedures set forth herein. If the abatement is granted,
25 the Parties shall revert to and pursue the dispute resolution procedures set
26 forth herein.
27

28 b. Within ten (10) days of the abatement order, the allegedly aggrieved party
29 shall then effect the transmittal of a notice of conflict, in the form of a
30 certified letter, to all governmental bodies involved in the dispute at issue.
31 Upon receipt of the notice, which shall specify the areas of disagreement, the
32 Parties agree to conduct a conflict assessment meeting at a reasonable time
33 and place, as mutually agreed upon, within thirty (30) days of receipt of the
34 notice of conflict.
35

36 c. If discussions between the Parties at the conflict resolution meeting fail to
37 resolve the dispute, within forty (40) days of the receipt of the notice
38 described in subparagraph a, above, the Parties shall conduct mediation in the
39 presence of a neutral third party mediator. If the Parties are unable to agree
40 upon a mediator, the County shall request appointment of a mediator by the
41 Chief Judge of the Circuit Court in and for Sumter County, Florida. The
42 mediation contemplated by this Section is intended to be an informal and non-
43 adversarial process with the objective of helping the Parties reach a mutually
44 acceptable and voluntary agreement. The decision-making shall rest solely
45 with the Parties. The mediator shall assist the Parties in identifying issues,
46 fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action which will result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Agreement, that Party shall notify the other Parties to this Agreement, in accordance with Florida law. Further, the transfers of any lands, transportation facilities (including roadways), parks, or any other public facilities under the terms of this Agreement shall not be reversed if this Agreement is terminated, except though a separate agreement in writing approved by both Parties.

9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sumter County
Attn: County Administrator
910 N. Main Street
Bushnell, FL 33513

If to the City:

City of Bushnell
Attn: City Manager
P. O. Box 115
Bushnell, FL 33513

Notices, consents, approvals, waivers, and elections will be deemed given when received by they Party for whom intended.

10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and

conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

11. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.

13. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

14. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee and County Administrator shall meet to discuss and resolve any issues or concerns related to this Agreement.

15. Amendments. Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing boards of each Party or shall be considered not adopted.

16. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature. Should the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

18. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If

circumstances arise which cause a conflict between this paragraph and paragraph 7 ("Dispute Resolution") paragraph 7 shall control.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,

21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

22. Future Charter Governance. The Parties agree that in the event the County pursues implementation of a Charter form of governance, pursuant to Section 125.60, Florida Statutes, that requires a joint planning agreement or similar agreement as a condition for future annexations or to otherwise provide restrictions or conditions on planning, design or regulatory functions and prerogatives currently within the authority of municipalities located in the County, that this Agreement shall constitute full compliance with such a requirement. The County agrees to provide the City with notice and an opportunity to provide Charter language sufficient to accomplish this purpose. During the term of this Agreement, the County shall not propose or adopt any Charter that negates the terms and conditions of this Agreement.

23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008), meetings of the County after final execution of this agreement and all subagreements by all parties, the County shall adopt this agreement by ordinance pursuant to Section 125.66, Florida Statutes at or before the next regular meeting.

24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the next regular meeting of the City after final execution of this agreement and all its subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to Section 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

SIGNATURE PAGE TO BE ADDED

WORKING DRAFT
Planning Services
Service Delivery Sub-Agreement

This Planning Services Delivery Sub-Agreement is made and entered into this XXth day of XXXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and,

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and,

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and,

WHEREAS, Section 171.203(6), Florida Statutes (2010), allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; and,

WHEREAS, Section 171.203, Florida Statutes (2010), provides that each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan no later than six (6) months following entry of the interlocal service boundary agreement; and,

WHEREAS, Section 171.203, Florida Statutes (2010), provides that a municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for

1 municipal annexation must adopt a municipal service area as an amendment to its comprehensive
2 plan to address possible future annexations; and,
3

4 WHEREAS, the Local Government Comprehensive Planning and Land Development
5 Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in
6 their respective planning efforts intergovernmental coordination and particularly, mechanisms
7 for identifying and implementing joint planning areas; and,
8

9 WHEREAS, Section 163.3171 Florida Statutes (2010), provides for joint planning
10 agreements for the joint exercise of the planning authority of the County and the City within
11 incorporated and unincorporated areas; and,
12

13 WHEREAS, Section 171.204, Florida Statutes (2010), allows a municipality to pursue
14 annexation of land which is not contiguous to the municipality, creates an enclave or is not
15 reasonably compact when a county and municipality enter into a joint planning agreement under
16 Section 163.3171; and,
17

18 WHEREAS, the State Comprehensive Plan requires local governments to direct
19 development to those areas which have in place the land and water resources, fiscal abilities and
20 service capacity to accommodate growth in an environmentally acceptable manner; and,
21

22 WHEREAS, the State Comprehensive Plan requires local governments to protect the
23 substantial investment in public facilities that already exist and to plan for and finance new
24 facilities in a timely, orderly, and efficient manner; and,
25

26 WHEREAS, the City and the County wish to identify lands that are logical candidates for
27 urbanized development, the appropriate land uses and infrastructure needs and provider for such
28 lands, ensure protection of natural resources, and to establish coordinated countywide planning
29 efforts; and,
30

31 WHEREAS, the extension of the City and County facilities and services are most
32 efficiently provided if the process and timing of long range planning and development review
33 processes for the City and County are clearly identified and part of a coordinated countywide
34 planning effort in advance of the City and County capital planning, commitment, and
35 expenditure; and,
36

37 WHEREAS, the City is currently in the process of a major amendment to its
38 comprehensive plan which includes major changes to its future land use maps which may affect
39 the future land uses to be included in the joint planning agreement.
40

41 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
42 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
43 County agree to enter into this joint planning agreement pursuant to Sections 163.3171 and
44 171.204, Florida Statutes, and that a coordinated approach to planning, zoning, and development
45 review will result in development patterns that protect and promote the health and welfare of all
46 of the citizens of Sumter County. Therefore, the County and City agree as follows:
47
48

1 1. Planning Service Delivery.

- 2
- 3 a. The City shall serve as the single point of service for planning, zoning, and
- 4 development review issues including, but not limited to preparation and adoption
- 5 of comprehensive plan amendments, amending land development regulations and
- 6 issuing development orders, within the incorporated boundaries of the
- 7 municipality; and
- 8
- 9 b. The County shall serve as the single point of service for planning, zoning, and
- 10 development review issues including, but not limited to, preparation and adoption
- 11 of comprehensive plan amendments, amending land development regulations and
- 12 issuing development orders, within the unincorporated areas and within other
- 13 cities that agree to consolidate.
- 14

15 2. Municipal Service Area and Joint Planning Area.

- 16
- 17 a. The Municipal Service Area (MSA) is defined as the area outside of the City's
- 18 boundary that constitutes a logical area for urbanized development as more
- 19 specifically defined in Section 171.202(14), Florida Statutes (2010). The County
- 20 shall maintain full authority regarding land use and development decisions within
- 21 the MSA, except as provided below within the Joint Planning Area, until such
- 22 time a property within the MSA is annexed into the City.
- 23
- 24 b. The Joint Planning Area (JPA) is a sub-area within the MSA is the area where the
- 25 City and County shall cooperatively develop a unified future land use plan to
- 26 guide future development consistent with Section 163.3171, Florida Statutes
- 27 (2010). For the purposes of this Agreement, all benefits, responsibilities,
- 28 coordination and consolidation that apply to the MSA also apply to the JPA,
- 29 unless specifically stated otherwise.
- 30
- 31 c. At the time of execution of this agreement, the boundary of the MSA is reflected
- 32 on Map "1" attached hereto and incorporated herein.
- 33
- 34 d. The City shall demonstrate that public services are readily available or planned to
- 35 be provided within a reasonable timeframe within the boundaries of the MSA.
- 36
- 37 e. Before any amendments to increase the size of the MSA, the City shall
- 38 demonstrate that public services are readily available or plan to be provided
- 39 within a reasonable timeframe for the proposed area.
- 40
- 41 f. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes
- 42 (2010), the County and City shall, prior to implementation of any of the benefits
- 43 for annexations provided for within Section 171, Part II, Florida Statutes, and
- 44 implementation of the Joint Planning Area and its benefits provided for within
- 45 Chapter 163, Part II, Florida Statutes, within the MSA boundary as identified on
- 46 Map "1" attached hereto and incorporated herein, seek amendment of their
- 47 respective comprehensive plans as follows, subject to the statutory review
- 48 authority of the Florida Department of Community Affairs:

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- i. Within 6 months after finalization (including finding of compliance by the Florida Department of Community Affairs) of the City's 2010 Comprehensive Plan Amendment, anticipated to be transmitted to the Florida Department of Community Affairs in October 2010, the City and the County shall amend their respective comprehensive plans:
 - A. To incorporate the boundaries of the MSA and Joint Planning Area (JPA) as reflected in the attached Map "I" and the anticipated future land uses of the JPA, to be developed as part of the preparation of the required amendment, into the Future Land Use Maps of their respective Comprehensive Plans. These amendments will be transmitted to the Florida Department of Community Affairs within 12 months of the date of execution of this agreement; and,
 - B. Amend the intergovernmental coordination element of the City and County Comprehensive Plans as described in Section 163.3177(6)(h)1., Florida Statutes (2010) as follows:
 - I. To allow for annexations of any areas within the MSA that would not otherwise be possible under Chapter 171, Florida Statutes, because they would create pockets, create enclaves, or would be noncontiguous and to require procedures for such annexations be implemented in the City and County Land Development Regulations, subject to the approval of the Department of Community Affairs of the required amendments to the City and County's Future Land Use Maps, which will be transmitted to the Department of Community Affairs within 12 months of the execution of this agreement.;
 - II. To require that the City and County implement a process for land use decisions within the MSA consistent with this agreement and Part II of Section 163; and,
 - III. To require that the City and County implement the procedures consistent with this agreement for preparing and adopting comprehensive plan amendments, administering land development regulations and issuing development orders within the MSA.

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- ii. Within 3 months of the effective date of this agreement, the City and County shall amend their respective intergovernmental coordination agreements to provide that they will work together and abide by an interlocal service boundary and joint planning agreement.
 - f. The City and County further agree that if approval of the Comprehensive Plan amendments by the Florida Department of Community Affairs exceeds any applicable time frames required by this Agreement or Statute for such approval, that this Agreement will remain in full force and effect and the Parties will continue to work together to seek approval of the required amendments and neither party shall have the right to terminate it as indicated in paragraph 6.a., of the Master Agreement at least until the objectives provided for in this subagreement have been met and the City and County have amended the intergovernmental coordination elements of their respective comprehensive plans so that the requirements of this subagreement have been adopted into their respective comprehensive plans and their future land use maps have been amended to include boundaries of the MSA as it appears on Map "1" and the anticipated future land uses; their respective comprehensive plan amendments have been approved by the Department of Community Affairs; and the comprehensive plan amendments have been finalized. Nothing herein shall be deemed to indicate that the parties should terminate this agreement after these objectives have been met, but neither party may terminate this agreement as provided for in the Master Agreement in paragraph 6.a., until these objectives have been met.
3. Termination of this Agreement. This Agreement may not be terminated pursuant paragraph 6 of the Master Interlocal Service Boundary and Joint Planning Agreement until the following has occurred:
- a. The City and County comprehensive plans adopting the MSA as depicted in Map "1" and JPA future land uses have been approved by the Florida Department of Community Affairs;
 - b. The other Comprehensive Plan Amendments required by this planning agreement have been approved by the Florida Department of Community Affairs; and,
 - c. All of the comprehensive plan amendments required by this Agreement have been finalized.
4. Global Changes to MSA Boundary. A "Global Change" shall be understood herein to mean any change to the MSA boundary as it is defined upon the effective date of this Agreement. Amendments to the MSA boundary shall be by amendment to the Comprehensive Plans of the County and City, and shall, not be effective unless jointly approved by both the County and City or determined through dispute resolution.

1 5. Future Land Use Pattern. The City and County agree to the generalized future land use
2 pattern for the JPA shall be developed through the Comprehensive Plan amendment
3 process to implement the MSA. The City and County shall amend their respective
4 Comprehensive Plan's future land use maps to reflect the agreed future land use pattern.
5 The Parties will cooperate with each other in the Comprehensive Plan amendment
6 process. If the Florida Department of Community Affairs fails to approve the
7 amendments, this Agreement will remain in full force and effect and the Parties will
8 continue to work together to determine the proper future land uses and obtain approval by
9 the Florida Department of Community Affairs or the Department of Community Affairs's
10 successor entity.

11
12 6. Annexation within the MSA.

13
14 a. Following approval from the Florida Department of Community Affairs of the
15 required comprehensive plan amendments to implement the MSA and JPA within the
16 City's and County's Future Land Use Maps, the City may annex any property within
17 the MSA including property that is not contiguous, that creates enclaves, or that
18 creates pockets, if the property proposed for annexation meets the following criteria:

19
20 i. It is consistent with the prerequisites to annexation and consent requirements
21 for annexation in Section 171.204 and Section 171.205, Florida Statutes;

22
23 ii. Utilities are available or scheduled to be provided to the property within five
24 (5) years;

25
26 iii. A road directly impacted by the annexation, meaning such road directly abuts
27 the property or otherwise provides significant service to the property, meets
28 concurrency or concurrency deficiencies are mitigated through a binding
29 agreement;

30
31 iv. All other municipal services are available to the site; and,

32
33 v. City has adopted the MSA as part of its Comprehensive Plan, as required by
34 Section 171.203(11), Florida Statutes.

35
36 b. Property within the MSA that is contiguous to the City, does not create enclaves and
37 does not create pockets may be annexed into the City without meeting the criteria of
38 subsection 6a as long as the requirements of Part I of Chapter 171, Florida Statutes,
39 have been met.

40
41 c. If property within the MSA abuts a segment of a roadway, then at the time of its
42 annexation, the road right of way (including the road and adjacent right of way) of the
43 entire road segment shall be deemed to be annexed simultaneously into the City if the
44 annexation of the property (not including the roads) will result in 51% or more of the
45 road segment as defined in the Roads subagreement to be annexed into the City.

46
47 7. Minor Amendments to MSA Boundary. Following approval by the Florida Department of
48 Community Affairs of the comprehensive plan amendments to implement the MSA/JPA

1 within the City's and County's Future Land Use Maps, the MSA may be expanded to
2 include a parcel or parcels of property for annexation following joint approval by the
3 City and County. Approval shall not be unreasonably withheld if the property meets the
4 criteria for annexation within the MSA and there is no increase in density or intensity of
5 development. If there is an impasse, the City and County will resolve through the dispute
6 resolution process. The expanded MSA shall not take effect until the City's and County's
7 Future Land Use Maps are amended and approved by the Department of Community
8 Affairs to reflect the expanded boundary
9

10 8. Annexation of Properties Partially in the MSA. Following approval by the Department
11 of Community Affairs of the comprehensive plan amendments to implement the
12 MSA/JPA within the City's and County's Future Land Use Maps :

- 13
14 a. If at least 50% of the area of the property proposed to be annexed is within the
15 MSA, then the property shall be treated as if it were all within the MSA for purposes
16 of this Agreement;
17
18 b. If less than 50% of the area of the property proposed to be annexed is within the
19 MSA, then it shall be treated as outside the MSA for purposes of this Agreement;
20
21 c. The above provisions shall not be construed so that a property owner could not
22 choose to annex a portion of a property inside the MSA;
23

24 9. Review of Applications Received by County. To assure concurrency and coordination
25 of plans for City and County development:

- 26
27 a. County staff shall, within five (5) working days of receipt of development or land
28 use related applications, inform City staff of all applications which may affect
29 development within the JPA. The "development or land use related applications" or
30 "applications", as described above, for purposes of this Agreement shall include
31 amendments to the future land use map and amendments to the text of the
32 comprehensive plan, rezonings, planned unit developments, commercial site plans
33 and subdivisions of land which would create five (5) or more lots;
34
35 b. City staff will receive copies of the development or land use related applications,
36 staff reports and minutes or records approving any such change or amendment,
37 including notice of final approval of same;
38
39 c. The County will include the City as part of the County's Development Review
40 Committee (DRC) for projects within the JPA and will afford an opportunity to the
41 City to participate as an advisory non-voting member at the DRC meetings;
42
43 d. The City will provide the County its comments on proposed development and
44 land use related applications at least one (1) business day before the DRC meeting or
45 within ten (10) working days of receipt of a copy of applications for rezonings and
46 comprehensive plan amendments; and
47

1 e. These comments will be presented to the County's Zoning and Adjustment Board
2 and Board of County Commissioners by County staff.
3

4 10. Review of Development and Land Use Related Applications Received by City. To
5 assure concurrency and coordination of plans for City and County development:
6

7 a. City staff shall, within five (5) working days of receipt, inform County staff of all
8 applications which may affect development within municipal boundaries (annexed
9 areas) of the JPA ;
10

11 b. County staff will receive copies of the applications, staff reports and minutes or
12 records approving any such change or amendment, including notice of final approval
13 of same;
14

15 c. The City will include the County as part of the City's staff review process for
16 projects within the municipal boundaries of the JPA and will afford an opportunity to
17 the County to participate as an advisory non-voting member at the staff review
18 meetings;
19

20 d. The County will provide the City its comments on proposed development
21 applications at least one (1) business day before the staff review meeting or within ten
22 (10) working days of receipt of a copy of applications for rezonings and
23 comprehensive plan amendments; and
24

25 e. These comments will be presented to the City's respective Planning Board and
26 City Council by City staff.
27

28 **End of Planning Service Sub-Agreement**
29
30

WORKING DRAFT
Water and Sewer Services
Delivery Sub-Agreement

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water and sewer services within the city and in surrounding unincorporated areas; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.

- 1 b. The Utility Service Area (USA) is the area within which the City provides water,
2 wastewater, and reclaimed water services, consistent with Chapter 180, Florida
3 Statutes.
4
5 c. The County will facilitate discussion with each city in Sumter County to create a
6 USA for each city. The USA will be established pursuant to and comply with the
7 requirements of Chapter 180, Florida Statutes.
8
9 d. The City's USA shall include all areas in the USA it has currently approved and
10 established through Chapter 180, Florida Statutes, and any area approved by the
11 County and City pursuant to this Agreement.
12

13 2. Right of First Refusal.
14

- 15 a. The County shall require new development within the USA, which requires
16 central water and/or sewer services, to connect, if available, to the City's water
17 and/or sewer system.
18
19 b. Within its respective USA, each city has first right of refusal to provide water,
20 wastewater, and reclaimed water services to a project.
21
22 c. If the city in whose USA the project is located cannot serve that project, the
23 adjacent USA nearest to the project has the first right of refusal.
24
25 d. If no city can serve the project, the developer may construct a system approved by
26 the city in whose USA they are located; and if agreed upon by the city and
27 developer, turn the system over to that city.
28

29 3. Portion of Property in USA.
30

- 31 a. If at least 50% of the area of a property or combined contiguous properties under
32 the same ownership or control is within the USA, then the property shall be
33 treated as if it were all within the USA for purposes of this Agreement.
34
35 b. If less than 50% of the area of a property or combined contiguous properties
36 under the same ownership or control is within the USA, then it shall be treated as
37 outside of the USA for purposes of this Agreement.
38

39 4. Abstention from County Public Water/Wastewater System. The County shall abstain
40 from the development and operation of public water and sewer services within the
41 USA except in the following circumstances:
42

- 43 a. Failure of a private or municipal public water and/or sewer provider or the failure
44 of a homeowner's association to provide for the service to its customers;
45
46 b. Failure of or obsolete private wells or septic tanks in an area that would result in a
47 significant negative impact to public health or environmental resources; and
48

- 1 c. The City shall have the right of first refusal to provide the services to the failed
2 water and/or sewer system or areas with failed or obsolete private wells or septic
3 tanks.
4

5 5. Fire Hydrants.
6

- 7 a. The City shall install fire hydrants when constructing new water lines of six (6)
8 inches or more in diameter; and
9
10 b. The fire hydrants shall be spaced in a manner that will reasonably achieve the
11 goals of the County and City. The City shall space the fire hydrants no further
12 than 1,200 feet apart.
13
14 c. The city shall obtain, purchase or otherwise construct all fire hydrants within the
15 boundaries of the City or the boundaries of the USA, as well as any fire hydrant
16 that is pressurized by water provided by City utilities. Sumter County Fire
17 Rescue will perform its own fire flow tests and perform minor fire hydrant
18 maintenance, limited to oiling, greasing, and painting. Sumter County Fire
19 Rescue will provide proper street marking for the fire hydrants. The City shall
20 perform major repairs of the fire hydrants. The City shall be responsible for any
21 maintenance of fire hydrants not categorized as "minor" herein.
22

23 6. Continuation of Previous Interlocal Agreements.
24

25 The "Interlocal Agreement for the Provision of Water and Wastewater Service on a
26 Regional Basis Between City of Bushnell and Sumter County", dated May 12, 1998,
27 and the "Amendment to Interlocal Agreement", dated November 9, 1999, between the
28 City and County shall remain in full force and effect.
29

30 **End of Water and Sewer Service Sub-Agreement**
31

WORKING DRAFT
Roads
Service Delivery Sub-Agreement

This Roads Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree

1 that a coordinated approach to road services will result in better and more efficiently maintained
2 roads for all of the citizens of Sumter County and a need exists to change said service delivery
3 arrangements in the following manner:

4
5 1. Service Delivery Agreement.

6
7 a. Sumter County shall retain jurisdiction for the following roads notwithstanding the
8 annexation activity of the City along the roadways:

- 9
10 1. C-48W from I-75 to Citrus County;
11 2. C-48E from US 301 to Lake County
12 3. C-476W from C-48 to Citrus County;
13 4. C-476E from US 301 to SR 471
14 5. C-470 from SR 44 to Lake County
15

16 b. On January 1, 2011, County roads, not identified in a. above, within or adjacent to the
17 existing City boundary shall become roads under the City's jurisdiction and
18 maintenance responsibility upon the occurrence of the following condition: At least
19 fifty-one percent (51%) of the road segment is either within or adjacent to the existing
20 City boundary;
21

22 c. All County roads within the MSA shall become roads under the City's jurisdiction
23 and maintenance responsibility by segment upon annexation of at least fifty-one
24 percent (51%) of a road segment;
25

26 d. Road segment for purposes of this agreement shall mean the portion of a County road
27 between two major intersecting roads. Major intersecting roads shall be those roads
28 as identified on Map "2" and any other road which is not now designated.
29

30 e. The 51% is calculated based on the frontage of annexed parcels on each side of the
31 road segment between two major intersecting roads; and
32

33 f. Once 51% or more of a segment is annexed, the entire road segment between the two
34 major intersecting roads will be deemed annexed into the City and under the City's
35 jurisdiction, and ownership; and the City will be fully responsible for all maintenance
36 and other responsibilities of the road;
37

38 g. Any County or City agreements for road improvements with other governmental or
39 private entities existing at the time of the approval of this Agreement shall remain in
40 full force and effect except in the case of a conflict with this Agreement, in which
41 case the terms of this Agreement shall prevail; and,
42

43 h. The parties recognize that jurisdiction for purposes of all law enforcement issues shall
44 be governed by the law enforcement subagreement. The ownership of the road shall
45 mean that the party owning the road is responsible for maintenance, upgrades,
46 ownership of the right of way and all of the other rights and responsibilities related to
47 the roads other than those which fall within the purview of law enforcement.
48

- 1 2. Level of Service. Within the MSA, the City and County will establish the following
2 Level of Service Standards (LOS):

3

4 Interstate, Limited Access Parkways	C
5 Principal Arterials	D
6 Minor Arterials	D
7 Major and Minor Collectors	D
8 Local Streets	D

9

10 If an LOS standard is to be established below what is stated, both City and County must
11 approve the change.

12
13 For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive
14 Program (TRIP) Funded roadways, the LOS shall be established by the Florida
15 Department of Transportation (FDOT).

- 16
17 3. Planning for Roads.

- 18
19 a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the
20 City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan.
21 The County shall assure the City has the opportunity to participate in the development
22 of the LSMPO 2035 Long Range Transportation Plan;
23
24 b. Within the MSA, the County and City will work together on the design of roads;
25
26 c. The City and County agree to create a multi-modal transportation master plan with
27 the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian
28 trails/sidewalks, bicycle trails, etc.;
29
30 d. The City and County agree to maintain a Unified Concurrency Management System
31 (CMS) through the LSMPO. The City and County agree to update the system when
32 applicable including de-minimus trips. The City and County agree to share the cost
33 of this system based upon the most recent University of Florida Bureau of Economic
34 and Business Research (BEBR) population percentages; and
35
36 e. The City and County agree to update the CMS with yearly traffic counts.

- 37
38 4. Review of Development within the MSA.

- 39
40 a. Within the MSA, the City and County agree to contract with the LSMPO to review
41 all traffic impact studies for development meeting a mutually acceptable threshold;
42 and
43
44 b. Within the MSA, the City and County agree to enter into Proportionate Share
45 Agreements or other similar agreements, for development meeting a mutually
46 acceptable threshold, with the City, County, developer, and other impacted
47 jurisdictions to establish required traffic mitigation and responsibility for mitigation.
48

1 5. Funding.
2

- 3 a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal
4 Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the
5 County wishes to extend the MSTU into the City, it must obtain the agreement of the
6 City Commission. The City may request that the County establish a MSTU in areas
7 of the City and County to provide funding for improvements to interjurisdictional
8 roads. If the City requests the establishment of MSTU, then the City shall fund and
9 complete the necessary studies and analysis to establish MSTU. If a MSTU is
10 pursued by the County, then the County shall fund the costs of the necessary studies
11 and analysis to establish the countywide MSTU. If the County and City jointly pursue
12 a MSTU, then the City shall fund their proportionate share of the costs of the
13 necessary studies and analysis to establish the joint MSTU. The proportionate share
14 shall be based on the percentage of the City's population compared to the total
15 countywide population using the most recent population estimated by BEBR;
16
- 17 b. The City may establish a special assessment within the City limits to fund
18 improvements of City roads as long as the City meets all of the requirements of
19 Chapter 170, Florida Statutes.
20
- 21 c. The County shall collect 100% of the applicable County road impact fees within all
22 areas of the City, to mitigate for impacts to County and State roadways; and
23
- 24 d. Within the City limits, the City may also enact additional road impact fees that do not
25 duplicate the County's road impact fee; and
26
- 27 e. City and County will work together on funding sources for capital improvements
28 relative to transportation within the MSA.
29

30 6. Maintenance.
31

- 32 a. The City and County may enter into maintenance agreements for certain segments of
33 permanent County roads, as identified in paragraph 1.a, within the MSA. The County
34 agrees that the City shall be justly compensated for any and all maintenance
35 subjugated to the City through a maintenance agreement. These maintenance
36 agreements shall include, but not be limited to:
37
- 38 i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees,
39 special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement
40 or edge of curb and within medians;
41
- 42 ii. Jurisdiction for all stormwater drainage and retention systems associated with the
43 road systems; and
44
- 45 iii. The cost of maintenance shall be negotiated between the parties on an annual
46 basis as part of the budgetary process.
47

- 1 b. The County will be responsible for all stormwater drainage retention systems
2 associated with permanent County roads, identified in paragraph 1.a. If the City
3 agrees to mow these areas, the City will be justly compensated; and
4
5 c. All roads whose jurisdiction is transferred to the City under the terms of this
6 agreement shall be maintained by the City unless otherwise agreed to in a separate
7 maintenance agreement.
8
9 7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting
10 representatives on the LSMPO Governing Board, then the County shall ask that one of
11 the voting members be an annually rotating Sumter County municipality. Once a
12 municipality joins the LSMPO Board as an independent voting member, then they will
13 not be eligible to participate on the rotation.
14
15

End of Roads Sub-Agreement

Building Permitting and Inspection Service Delivery Sub-Agreement

This Building Permitting and Inspection Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building services will result in more efficient use of County and City services in a manner that protects and promotes the health and welfare of all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

I. Service Delivery Agreement.

- a. The City shall serve as the single point of service for building, permitting, and inspections within the incorporated boundaries of the municipality;
- b. The County shall serve as the single point of service for building, permitting, and inspections within the unincorporated areas and other cities that agree to consolidate; and,

- 1 c. Through mutual agreements, the City and County may grant authorization to each
2 other to perform inspections in their respective jurisdictions in certain situations
3 (i.e. County facilities in City or City facilities in un-incorporated County).
4

- 5 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),
6 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,
7 Florida Statutes (2010), and Section 901 of Florida Building Code, utilize the Florida
8 Fire Prevention Code in providing all fire prevention/safety inspections and complete
9 all fire building plans reviews within the City and unincorporated areas.
10
11
12

End of Building Services Sub-Agreement

WORKING DRAFT
Parks and Recreation
Service Delivery Sub-Agreement

This Parks and Recreation Service Delivery Sub-Agreement is made and entered into this XXX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Sumter County who wishes to take advantage of those opportunities; and

WHEREAS, the County and City recognize the most efficient approach to provide parks and recreation services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to parks and recreation services will protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1 1. Service Delivery Agreement.
2

- 3 a. The County shall provide regional passive park and recreational facilities and/or
4 programs for all citizens of Sumter County. Regional passive park and
5 recreational facilities and/or programs are parks that are 40 acres or larger and
6 include natural areas, trails, boat launches, picnicking, camping, nature study, and
7 other primary uses and activities that are based on the natural features of the park.
8
9 b. The County shall abstain from the development or funding of active park or
10 recreational facilities and/or programs except those funded via a municipal service
11 benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU)
12 or other funding source approved by the voters of Sumter County (i.e. general
13 obligation bonds). Active park and recreational facilities include baseball/softball
14 fields, soccer fields, football fields, basketball courts, and other park or
15 recreational facilities that are developed for primary uses other than open space
16 and related activities based on the natural features of the park.
17
18 c. The City shall take ownership, by quit claim deed, of any County park that does
19 not meet the definition of a regional passive park, as defined above, upon the
20 annexation of a parcel adjacent to the County park. Quit claim deeds to all non-
21 passive parks currently eligible for transfer shall be executed by the County on or
22 about October 1, 2010.
23

24 2. Funding.
25

- 26 a. The City shall maintain the ability to implement fee rates for park and recreation
27 facilities and programs that differentiate between residents and non-residents of
28 the City.
29
30 b. The City shall maintain sole authority and funding responsibility of all parks and
31 recreational facilities within its City limits or transferred to City's ownership
32 under this agreement.
33
34 c. The County shall not provide funding to the City for parks and recreational
35 facilities and programs in the City unless the funding is provided through a
36 MSBU or MSTU or other dedicated funding source approved by the voters of
37 Sumter County (i.e. general obligation bonds).
38
39 d. The City may request the County to establish a MSBU or MSTU for parks and
40 recreation. If the City requests the establishment of a MSBU or MSTU, then the
41 City shall fund and complete the necessary studies and analysis to establish the
42 MSBU and MSTU.
43
44 e. If a countywide MSBU or MSTU is pursued by the County, then the City shall
45 fund their proportionate share of the costs of the necessary studies and analysis to
46 establish the countywide MSBU and MSTU. The proportionate share shall be
47 based on the percentage of the City's population compared to the total countywide
48 population using the most recent population estimated by BEBR.

- 1
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 - 7
3. Staff Support. Qualified staff members of the County currently responsible for County park support services for parks to be transferred to the City may, at the sole discretion of the City, be provided the opportunity by the City to become employees of the City upon the transfer of the parks to the City.

End of Parks Services Sub-Agreement

DRAFT

WORKING DRAFT
Fire Service
Delivery Sub-Agreement

This Fire Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

- 1
2 1. Service Delivery Agreement. The County shall continue to serve as the single,
3 unified point of service for fire prevention and suppression and non-transport
4 emergency medical service through the Sumter County Fire District.
5
- 6 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),
7 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,
8 Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire
9 Prevention Code in providing all fire prevention/safety inspections and complete all
10 fire building plans reviews within the City and unincorporated areas.
11

12 **End of Fire Services Sub-Agreement**

WORKING DRAFT
Libraries Service
Delivery Sub-Agreement

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and the City provides library services in the city; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide library services within the City consistent with the "Interlocal Agreement Consolidation of the Bushnell Library System with the

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Sumter County Library System”, dated September 22, 2009.

End of Library Services Sub-Agreement

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WORKING DRAFT
Workforce Housing
Service Delivery Sub-Agreement

This Workforce Housing Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County provides funding for workforce housing through grants from the Federal Housing and Urban Development Agency (Section 8 and Community Development Block Grant), Florida Department of Community Affairs, Florida Housing Finance Corporation (State Housing Initiatives Partnerships), and County's General Fund. This funding is applied in both unincorporated and incorporated areas of the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such workforce housing services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as workforce housing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to workforce housing services will result in a more efficient and effective method of service and promote the adequate housing opportunities for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1
2 1. Service Delivery Agreement.
3

- 4 a. The County shall serve as the single, unified point of service for workforce
5 housing services in unincorporated areas of the county and within the City.
6
7 b. The County shall provide the staffing and resources for promoting and facilitating
8 the provision of workforce housing.
9
10 c. The workforce housing services shall be provided consistent with the County's
11 and City's local ordinances and State and Federal law.
12
13 d. Funding for the Consolidated County/City Workforce Housing Services shall be
14 generated from state and federal grants and County general fund. This does not
15 preclude the use of other funding sources that may be implemented by the
16 County, City, and state or federal governments for workforce housing in the
17 future.
18
19 2. Workforce Housing Definition. The definition of "workforce housing" shall be based
20 on State Housing Initiatives Program (SHIP) income guidelines.
21
22 3. Mitigation. The County or City will not unreasonably withhold development
23 approval based on the provision or mitigation of affordable housing by a developer.
24
25 4. Strategy. The County and City agree to prepare a unified strategy to promote
26 workforce housing.
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28

End of Workforce Housing Services Sub-Agreement

WORKING DRAFT
Solid Waste Collection and Disposal
Delivery Sub-Agreement

This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is required by Florida Statutes to provide a point of collection and disposal of solid waste for all of Sumter County; and

WHEREAS, the County provides a point of collection and disposal for solid waste for the City at the County's existing solid waste facility; and

WHEREAS, the City does not provide any solid waste collection or disposal services; and

WHEREAS, the County and City recognize the most efficient approach to provide solid waste collection and disposal services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as solid waste collection and disposal services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as solid waste collection and disposal services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to solid waste collection and disposal services result in a more efficient and effective method of service and promotes the health and welfare for

1 all of the citizens of Sumter County and agree a need exists to continue said service delivery
2 arrangements in the following manner:

3
4 1. Service Delivery Agreement.

5
6 a. The County shall continue to provide a solid waste drop off location for the non-
7 commercial individual citizen at the County's solid waste facility and at any
8 future facilities developed by the County.

9
10 b. The County shall continue to provide a solid waste drop off location for
11 commercial solid waste, which includes City operated solid waste collection
12 operations, consistent with Chapter 403, Florida Statutes. The provision of this
13 service by the County may be contracted, at the County's sole option, to a private
14 provider.

15
16 2. Fees. The County shall continue to fund the solid waste collection and disposal
17 services as it deems is in the best interest of Sumter County.

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19 **End of Solid Waste Services Sub-Agreement**

WORKING DRAFT
Stormwater Management
Service Delivery Sub-Agreement

This Stormwater Management Service Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

1 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida
2 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida
3 Statutes, recognizes the use of interlocal service boundary agreements and joint planning
4 agreements as a means to coordinate public services such as stormwater management.
5

6 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
7 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
8 County agree a coordinated and unified approach to stormwater management results in a more
9 efficient and effective method of service and promotes the health and welfare for all of the
10 citizens of Sumter County and agree a need exists to implement said service delivery
11 arrangements in the following manner:
12

13 1. Service Delivery Agreement.
14

- 15 a. The City and County shall be responsible for their own NPDES compliance.
16
17 b. The County shall require development within unincorporated areas of the defined
18 Municipal Service Area (MSA) to coordinate their stormwater management
19 design and facilities with the City's stormwater master planning efforts.
20
21 c. The County and City shall include stormwater management coordination within
22 the separate Road Service Delivery Sub-Agreement
23

24 2. Funding. The City shall be responsible for the capital and maintenance costs related to
25 the infrastructure for compliance with NPDES regulations. However, for infrastructure
26 that provides benefits for property outside of the City limits, the County and City shall
27 prepare a separate funding agreement to share in the cost and maintenance of the
28 mutually benefiting infrastructure.
29

30 3. Drainage Basin Studies. The County shall include the City as a participant in the
31 drainage basin studies with the Southwest Florida Water Management District
32 (SWFWMD) for those drainage basins that directly impact the City.
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End of Stormwater Services Sub-Agreement

WORKING DRAFT
Geographic Information Systems
Service Delivery Sub-Agreement

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information. The City shall be responsible for any and all

1 manipulation of the Sumter County GIS base platform information for the City's
2 use;

3
4 b. The City shall retain its own GIS personnel/funding; and

5
6 c. If desired, the City shall be responsible for any/all physical connectivity to the
7 County GIS in a manner acceptable to the County.
8

9 2. GIS Data Updates. The City and County shall send GIS data updates to each other, or
10 any other agency requesting the data, on the first of every month or as requested.
11 Updates shall be provided through the posting of the data to the County's ftp site or in
12 another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.
13

14 3. 911 Addressing. The County shall be responsible for all 911 addressing within the
15 City.
16
17

End of GIS Services Sub-Agreement

WORKING DRAFT
Law Enforcement
Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this XX day of XXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the City provides funding for law enforcement services for the City of Bushnell Police Department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a consolidated approach; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a consolidated approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely

1 responsible for law enforcement within the incorporated boundaries of the City.

- 2
- 3 2. The incorporated boundaries of the City shall include those areas annexed into
- 4 the City including those areas annexed pursuant to the Planning Services
- 5 subagreement and the MSA as defined in the Planning Services subagreement.
- 6
- 7 3. Within the MSA, all law enforcement jurisdiction shall remain with the County in
- 8 all areas which have not been annexed into the City.
- 9
- 10 4. For purposes of law enforcement jurisdiction, a road right of way and road
- 11 contained in a road segment shall be considered annexed into the City at the time
- 12 of annexation of at least 51% of the parcels on each side of a road segment
- 13 between two major intersecting roads as defined in the Road Services
- 14 subagreement.
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18 **End of Law Enforcement Services Sub-Agreement**

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WORKING DRAFT
Mosquito Control
Service Delivery Sub-Agreement

This Mosquito Control Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

WHEREAS, mosquito overpopulation is a threat to public health, safety and welfare; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

End of Mosquito Control Services Sub-Agreement

WORKING DRAFT
Animal Control
Service Delivery Sub-Agreement

This Animal Control Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, untended domesticated pets such as dogs or cats, and untended domesticated livestock such as cattle provide a public safety and health; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to animal control will protect and promote the health and safety of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide animal control service to the areas in and abutting the incorporated boundaries of the City in the same manner that it does in the unincorporated areas of Sumter County, consistent with normal animal control practices, and consistent with all applicable state and federal regulations and the and the applicable provisions of the Sumter County Code.

End of Animal Services Sub-Agreement

WORKING DRAFT
Transit
Service Delivery Sub-Agreement

This Transit Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010 and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides transit services countywide; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as transit services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to transit services will result in a more efficient and cost effective method of service to all of the citizens of Sumter County and agree a need exists to maintain said service delivery in the following consolidated manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single unified point of service for transit services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Transit Services". The Consolidated County/City Transit Services shall provide the staffing and resources for all transit operations.
- b. The Consolidated County/City Transit Services will function and be funded as a subdivision under the Sumter County Board of County Commissioners.

- 1 c. The County shall be responsible for funding of the staff and operational costs of
2 the Consolidated County/City Transit Services. All funding for the Consolidated
3 County/City Transit Services shall be generated from fare box receipts, grants,
4 contracts, and other fees for services for transit purposes.
- 5 d. The County and City agree to prepare and adopt a unified transit plan by 2014
6 with support from the Lake-Sumter Metropolitan Planning Organization.
- 7 e. The County will coordinate with the City for future bus stops in the City serviced
8 by rapid transit and fixed bus routes in order to meet both the City and
9 Unincorporated Area transit needs.
- 10 f. The City will provide non-monetary support for grant applications for transit that
11 may be necessary.

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14 **End of Transit Services Sub-Agreement**

WORKING DRAFT
Economic Development
Service Delivery Sub-Agreement

This Economic Development Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Bushnell ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, economic development should be a countywide focus for marketing, recruiting, and providing consulting assistance to existing and new businesses; and

WHEREAS, the cities of Sumter County should focus their efforts of economic development on their utility and infrastructure to support the expansion of existing and the location of new businesses and industry; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to economic development will promote and guide the development of existing and new businesses to the benefit of all of the citizens of Sumter County, and therefore state:

- 1 1. Service Delivery Agreement. The County shall, in a manner and volume of its
2 sole discretion, based on analysis of what strategy will result in the best results for
3 both the City and the County as a whole, provide the economic development
4 marketing and consultation services to existing and new businesses in the effort to
5 retain and promote the growth of jobs within Sumter County and its
6 municipalities. Sumter County may provide such marketing and consultation
7 through utilization of independent third party contractors already under contract
8 with the County, or through other governmental or private sector relationships at
9 its disposal, or through whatever other means the aforementioned analysis
10 determines will be most effective.
11
- 12 2. Costs. Sumter County will bear all costs of such economic development and
13 marketing consultation services and the City shall not incur costs for such
14 services.
15
- 16 3. Input from City.
17
18 a. County shall consider input from the City in determining what strategy will
19 result in best results for both the City and the County as a whole.
20
21 b. If the City at any time determines it is in the best interest of the City to obtain
22 additional consultation services for specific projects, it shall coordinate with
23 Sumter County.
24

25 **End of Economic Development Services Sub-Agreement**
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